



**Pacific Gas and
Electric Company**

Jerry J. Wong
Land Agent
Hydro Support & Land
Asset Management - Fresno
Technical and Land Services

650 "O" Street, Mail Bag 23
Fresno, CA 93760-0001
Phone: 559.263.5151
Fax: 559.263.7388
E-Mail: JJW2@pge.com

March 11, 2009

Mr. Jay Duhn, President
Bass Lake Boat Owners Dock Association of Easement #4
P. O. Box 488
Bass Lake, CA 93604-0488

RE: RipRap Agreement to Maintain Stabilization Integrity of Community Boat
Dock # C-4-31; Bass Lake, County of Madera

Dear Mr. Duhn:

Please refer to my letter dated February 4, 2009, which transmitted the
subject agreement to you for review and signature.

Enclosed, for your records, is a copy of that agreement which was executed
on behalf of Pacific Gas and Electric Company (PG&E) on March 5, 2009, by
its Manager, Land Asset Management, Technical and Land Services, Mr.
Loren Loo. Additionally, I've included copies of the previous correspondences
which stipulate the conditions relating to the removal of a portion of your
Association's community dock to be while performing this rip-rap work on
PG&E's real property. Please adhered to those dock removal conditions,
otherwise, the subject agreement will become null and void.

If you have any questions, please call me. Thank you.

Sincerely,


Jerry J. Wong
Land Agent

JJW

Enclosures

cc: Dan Clark – PG&E Co.

✓ Debra A. Bates – California Regional Water Quality Control Board (via E-Mail)

RIPRAP AGREEMENT

THIS RIP RAP AGREEMENT (this "**Agreement**") is made and entered into this 14TH day of February, 2009 (the "**Effective Date**") by THE BASS LAKE BOAT OWNERS DOCK ASSOCIATION OF EASEMENT #4, a California non-profit mutual benefit corporation, hereinafter called "**Licensee**", and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**".

RECITALS:

A. PG&E is the owner of certain real property consisting of approximately 590.83 acres of land at Bass Lake (the "**Lake**") (Assessor's Parcel Number 59-062-07), State Board of Equalization No. 135-20-009 Parcel 2, County of Madera, State of California, which land together with all easements and rights appurtenant thereto are sometimes collectively hereinafter referred to as the "**Property**."

B. Licensee and PG&E have entered into that certain "License Agreement (Boat Dock Facilities – Bass Lake)" dated January 12, 2009, (the "**License Agreement**") whereby PG&E has been granted to Licensee a license to temporarily use a portion of the Property (the "**License Area**") for the maintenance and use of an existing floating community boat dock with associated walkway (the "**Boat Dock Facilities**").

C. Licensee has requested permission from PG&E for the installation and maintenance of rock riprap and filter rock adjacent to the Boat Dock Facilities at the locations shown on the map attached hereto as **EXHIBIT "A"** and by this reference made a part hereof (the "**Riprap Area**"), for the purpose of providing additional support for the Boat Dock Facilities.

NOW, THEREFORE, for good and valuable consideration, upon the terms and

1. Defined Terms; Recitals; Effective Date. Unless otherwise defined herein, all capitalized words and terms used in this Agreement shall have the meanings ascribed to them in the License Agreement. The Recitals are hereby incorporated by this reference. Unless otherwise specifically provided herein, all provisions of this Agreement shall be effective as of the date set forth above.

2. License Agreement. This Agreement shall be subject at all times to the License Agreement and to all of its provisions, covenants and conditions which shall apply to the Riprap Area in the same manner as the License Area. The inclusion of specific obligations in this Agreement is not to be deemed in any way to limit the applicability of the

License Agreement in its entirety to the Riprap Area and the activities, use and occupancy of the Licensee and Licensee's Invitees hereunder. In the event of a conflict between the License Agreement and this Agreement, the terms of the License Agreement shall control.

3. Temporary Right of Entry. Subject to the terms and conditions set forth in this Agreement, PG&E hereby grants to Licensee a temporary, personal, non-exclusive and non-possessory right and license to enter, and for Licensee to allow Licensee's directors, officers, partners, members, managers, employees, contractors, subcontractors, consultants, representatives, agents, permittees and invitees ("**Licensee's Invitees**") to enter, the Riprap Area for the sole purpose of installing and maintaining rock riprap and filter rock to support the Boat Dock Facilities, hereinafter referred to as "**Licensee's Activities**." Licensee shall access the Riprap Area solely through the License Area or the general public launching and general public access areas located around the Lake, and by no other route. Such access shall not interfere with any other lakefront lots, public safety or public use of the shoreline of the Lake. All of Licensee's Activities shall be performed at Licensee's sole cost and expense. This Agreement gives Licensee a license only and does not constitute a grant by PG&E of any ownership, leasehold, easement or other similar property interest or estate.

4. Work Plan. Licensee shall discuss with PG&E any specific requirements for Licensee's Activities on the Property, and shall prepare a work plan that incorporates such requirements and which describes in detail and with specificity the schedule, nature, scope, location and purpose of all of Licensee's Activities to be performed on the Property, and the source and method for determining whether the imported riprap or filter rock material is free of dirt and free of Hazardous Substances (the "**Work Plan**"). The Work Plan will be submitted to the following person at PG&E for approval: Jerry J. Wong, Land Agent, 650 "O" Street, Bag 23, Fresno CA 93760-0001 (559) 263-5151. PG&E reserves the right to request Licensee to provide additional information, reports, studies or other documents reasonably required to protect PG&E's interest in the Property that are not included in the Work Plan. Licensee acknowledges and agrees that PG&E's review of the Work Plan is solely for the purpose of protecting PG&E's interests, and shall not be deemed to create any liability of any kind on the part of PG&E, or to constitute a representation on the part of PG&E or any person consulted by PG&E in connection with such review that the Work Plan is adequate or appropriate for any purpose, or complies with applicable Legal Requirements, as defined in the License Agreement. Licensee and Licensee's Invitees shall not enter the Riprap Area nor commence any activity on the Property, including, but not limited to Licensee's Activities, without the prior written consent of PG&E to the Work Plan as set forth above, which consent shall be in PG&E's sole and absolute discretion. Licensee agrees and covenants that all of Licensee's Activities shall be performed solely within the Riprap Area and in strict accordance with the approved Work Plan. Attached hereto as **EXHIBIT "B"** is a sketch showing a typical riprap installation ordinarily acceptable to PG&E which may be used as a guide to Licensee and Licensee's Invitees concerning the design and installation of the riprap. As part of the construction of the riprap, filter fabric as shown on Exhibit "A" shall be installed. PG&E makes no warranty to Licensee that this sketch is suitable for Licensee's needs or that it meets the requirements of any governmental agency or any Legal Requirements.

5. Fees. Licensee shall not be required to pay any license fee to PG&E for Licensee's use under this Agreement.

6. Term; Surrender. If not sooner terminated, this Agreement shall be for a term of five (5) years commencing on the Effective Date of this Agreement, and shall automatically be renewed on a year to year basis thereafter for up to an additional five (5) years, unless either party provides written notice to the other party of its intention not to renew at least thirty (30) days prior to the expiration date. Such renewal shall be on the same terms and conditions as set forth in this Agreement. Provided however, that PG&E or Licensee may terminate this Agreement, at any time, for any reason or no reason, including, without limitation, pursuant to the provisions of General Order No. 69-C of the California Public Utilities Commission (the "CPUC"), upon thirty (30) days written notice to the other party. (Licensee to initial here). Upon the expiration or termination of this Agreement, at Licensee's sole cost and expense, Licensee shall remove all of Licensee's and Licensee's Invitees' personal property and all debris and waste material resulting from Licensee's Activities from the Property, and repair and restore the Riprap Area as nearly as possible to the condition that existed prior to Licensee's entry onto the Riprap Area to PG&E's satisfaction as required under the terms of the License Agreement, except that Licensee shall not be required to remove the rock riprap or filter rock. The expiration or termination of the License Agreement for any reason shall constitute, without further act or deed, an automatic termination of this Agreement.

7. Insurance. With respect to, and during the term of, this Agreement, Licensee and Licensee's contractors and subcontractors shall maintain insurance coverage as detailed in the License Agreement for the installation and maintenance of riprap and filter rock and all activities by Licensee and Licensees' Invitees under this Agreement. As required by the License Agreement, this Agreement shall not be effective, and no activities shall be commenced under this Agreement, unless and until proof of insurance coverage is provided to PG&E to PG&E's satisfaction in its sole and absolute discretion..

8. Indemnification; Release. The indemnification and release provisions set forth in Section 6 and otherwise in the License Agreement shall apply to this Agreement, the Riprap Area and all the activities, entry, occupancy, use, and/or failure to perform of and by Licensee and Licensee's Invitees, as if such provisions were stated in full herein.

9. Construction Requirements. Licensee shall not commence the installation of the riprap and filter rock until the water level of the Lake is significantly below the Riprap Area. PG&E shall notify Licensee when the water level reaches the required level to allow installation. Licensee and Licensee's Invitees shall not allow vehicles or equipment in any portion of the Lake. Licensee shall provide notice to PG&E's Technical and Land Services Representative, at (559) 263-7385 a minimum of 72 hours prior to Licensee's proposed date and time for commencement of work under this Agreement. Licensee shall provide a copy of this Agreement to any contractors or subcontractors, and Licensee shall require the contractors and subcontractors to keep a copy of this Agreement in their possession at all times while on the Property. Licensee shall install the riprap as a solid surface with no voids or breaks to allow water intrusion in compliance with the Work Plan and all

applicable Legal Requirements. Stairways and/or walkways, if any, must be approved by PG&E as part of the Work Plan prior to installation. If PG&E approves of any stairway, the construction of any stairway shall be placed over the top of the riprap. All stairways and walkways, if any, located on the Riprap Area shall be maintained in a good, safe condition at all times. Riprap material is to consist of rocks only and shall not contain any dirt or spoils. Filter rocks shall be clean and free draining material.

10. Excavation Requirements. Any excavation must be approved by PG&E as part of the Work Plan. Soil and other materials excavated to prepare the Riprap Area for installation of the riprap or filter rock shall be removed from the Property. Licensee shall not remove any stumps or rocks or make any excavations, grading, or other forms of shoreline alteration outside of the Riprap Area or other than as approved by the Work Plan. The Property shall be restored to its original condition and in such a manner so as not to allow ponding on the Property. Other than as specifically authorized under the Work Plan, no other fill material shall be imported.

11. Maintenance. Licensee shall at its sole cost and expense, maintain the Riprap Area in a good and safe condition, in compliance with all Legal Requirements and otherwise in full compliance with all the provisions of this Agreement and the License Agreement.

12. FERC. The Riprap Area is within FERC Project No. 1354, and therefore the use and occupancy of the Riprap Area by Licensee and Licensee's Invitees shall be subject to the terms set forth in Section 8 of the License Agreement.

13. Legal Requirements. Licensee shall comply with all Legal Requirements applicable to the Riprap Area as more specifically set forth in Section 5 of the License Agreement. Licensee shall provide PG&E with copies of all permits required to perform the activities under this Agreement.

14. Lake Levels. PG&E shall have the right at any and all times, without any notice to Licensee, to fluctuate the water level of the Lake, and PG&E shall not be liable to Licensee for any liability whatsoever caused by or related to flooding of the Riprap Area, as more specifically set forth in Section 5(j) of the License Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below each signature, effective upon the Effective Date first written above.

"PG&E"

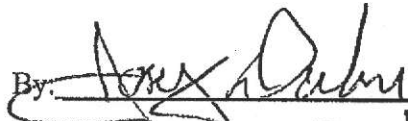
PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: 
Loren Loo
Manager, Land Asset Management
Technical and Land Services

Date: 3/5/09

"Licensee"

THE BASS LAKE BOAT OWNERS DOCK
ASSOCIATION OF EASEMENT #4,
a California nonprofit mutual benefit corporation

By: 
Name: Jay Duhn
Its: PRESIDENT

Date: 2-19-09

EXHIBITS "A", and "B", attached

PG&E ADMINISTRATIVE BLOCK

Area 5, Yosemite Division
Fresno Land Service Office
Operating – Hydro
MDM; T.7S., R.22E.
Section 16; W2 of SE4
FERC License #: 1354
PG&E Drawing #: N/A
Plats No.: 722161 & 4
AF LD#: 2207-22-0035; 0049; 1369; 1370; 1371
X-Ref. LD#: N/A
Type of Interest: 11p, 21, 24
SBE Parcel#: 135-20-009, Pcl. 2
% of Quitclaim: N/A
PM# 2015009
JCN: N/A
County: Madera
Utility Notice#: N/A
851 Approval Application: N/A; Decision: N/A
Prepared By: MEC
Checked By: JJW/WTC
Revision#: N/A

EXHIBIT "A"

Map of Riprap Area

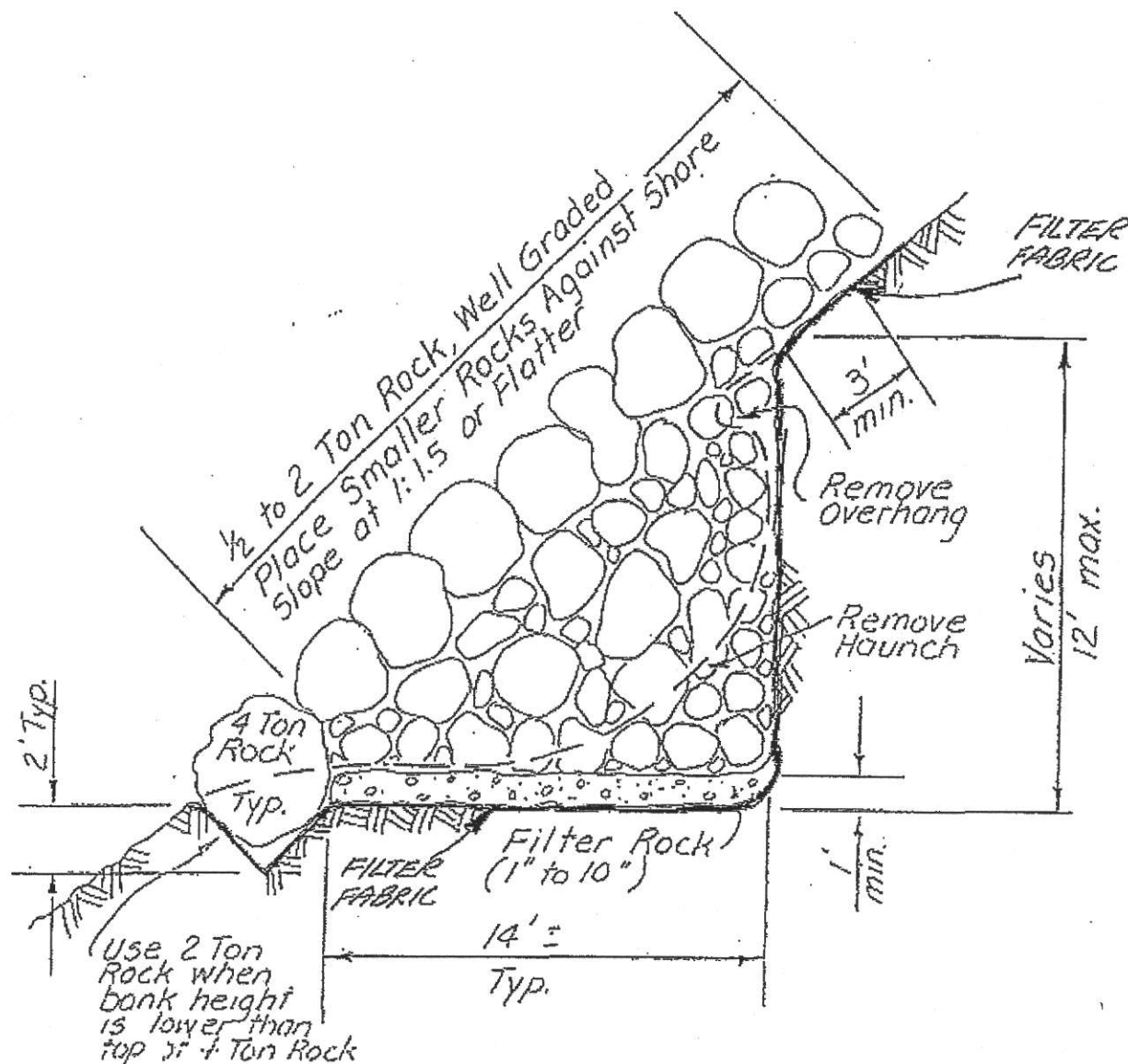
[see attached]

EXHIBIT "B"

Sketch of Riprap Installation

[see attached]

EXHIBIT B

[illegible]



**Pacific Gas and
Electric CompanyTM**

Jerry J. Wong
Land Agent
Hydro Support & Land
Asset Management - Fresno
Technical and Land Services

650 "O" Street, Mail Bag 23
Fresno, CA 93760-0001
Phone: 559.263.5151
Fax: 559.263.7388
E-Mail: JJW2@pge.com

COPY

March 3, 2009

Mr. Jay Duhn, President
Bass Lake Boat Owners Dock Association of Easement #4
P. O. Box 488
Bass Lake, CA 93604-0488

RE: Rip-Rap Agreement to Maintain Stabilization Integrity of
Community Boat Dock # C-4-31; Bass Lake, County of
Madera

Dear Mr. Duhn:

Please refer to your letter, received in this office on February 17, 2009, which was attached to the subject agreement signed on behalf of the Bass Lake Boat Owners Dock Association of Easement #4, which requested a deviation from the Management of Pacific Gas and Electric Company's (PG&E) decision to only allow relocate a portion of your Association's Community Boat Dock, as outlined in my letter dated February 4, 2009.

As we had discussed in our telephone conversation on March 2, 2009, PG&E's Management is very adamant about additional disturbance to the lakebed; and, therefore has rejected your proposal to move the remaining portion (after the removal of both the last 4 slips and wave diffusers on both the southwesterly and southeasterly sides of the dock) of the community dock approximately 20 feet easterly and 5 feet southerly from its present alignment. PG&E does not have a problem with your proposal to move the aforementioned slips and wave diffusers to a position near the buoy-line to accommodate the Rip-Rap work. The removal of a portion of the existing walkway (at the shoreline) and access along the easterly side of your Association's Community

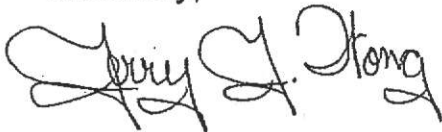
COPY

Dock to the Rip-Rap area is recommended and encouraged by PG&E's Management.

All other conditions, as described in my February 4, 2009, letter, regarding the validity of the currently routed Rip-Rap Agreement for signature on behalf of PG&E, is hereby reiterated by reference.

Should you have further questions, please call me. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry J. Wong". The signature is stylized with a large, looped "J" and "W".

Jerry J. Wong
Land Agent

JJW

Enclosures

cc: Dan Clark – PG&E Co.

Debra A. Bates – California Regional Water Quality Control
Board (via E-Mail)

Mr. Jerry Wong
Land Agent
Pacific Gas and Electric Company
650 "O" Street, Bag 23
Fresno, CA 93760-0001

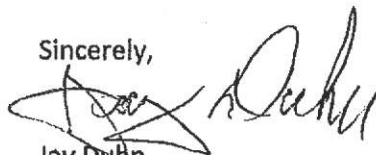
RE: Riprap Agreement

Dear Mr. Wong:

As per our conversation February 19 may I suggest that PG&E allow us to move a portion of the dock comprised of the last four slips and wave diffuser on both the southwest and southeast side of the dock south to a position near the buoy-line and then move the remainder of that portion of the dock with slips approximately five feet south and twenty feet east. This would give us room to bring in the equipment necessary to perform the riprap work.

If you have any questions please call 559-642-3991 or 559-905-6493. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jay Dunn", is written over a circular stamp that is partially obscured by the signature.

Jay Dunn

President Bass Lake Boat Owners Dock Association



**Pacific Gas and
Electric Company**

Jerry J. Wong
Land Agent
Hydro Support & Land
Asset Management - Fresno
Technical and Land Services

650 "O" Street, Mail Bag 23
Fresno, CA 93760-0001
Phone: 559.263.5151
Fax: 559.263.7388
E-Mail: JJW2@pge.com

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

February 4, 2009

COPY

Mr. Jay Duhn, President
Bass Lake Boat Owners Dock Association of Easement #4
P. O. Box 488
Bass Lake, CA 93604-0488

RE: RipRap Agreement to Maintain Stabilization Integrity of Community Boat
Dock # C-4-31; Bass Lake, County of Madera

Dear Mr. Duhn:

Enclosed, in duplicate, is an agreement which will allow your Association to perform Rip Rap work within the lake-bed of Pacific Gas and Electric Company's (PG&E) Crane Valley Reservoir real property (commonly known as Bass Lake) to accomplish the above subject matter.

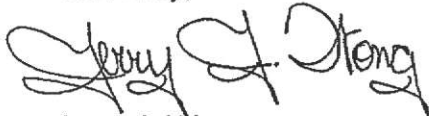
Please review the agreement and, if satisfactory, indicate your approval by initialing and signing in the spaces indicated on all copies of the agreements. Thereafter, return all copies of the agreements to this office in the enclosed envelope. Upon signature on behalf of PG&E (to be effective), I will return a fully executed copy of the agreement to you for your records. Since this agreement will not be recorded with the Madera County Recorder's Office, the Association's executing official(s) will not have to have their respective signature acknowledged by a Notary Public.

As I had previously discussed with you in a prior telephone conversation, and I must reiterate again to you, that the Management of PG&E does not agree with your previous proposal to totally relocate of your Association's Community Boat Dock (to another location on Bass Lake) to perform this Rip Rap work. Therefore, PG&E will only consent and allow to the removal of those sections (approximately the last 4 slip fingers and the wave diffuser all located on the southwesterly side of the Association's Community Boat Dock) in the vicinity of the rip rap work as shown on the Exhibit A drawing of the agreement. Any deviation to these suggested component removals on your Association's Community Boat Dock will void this Agreement for your Association to

perform this rip rap work on PG&E's real property. If your Association is adamant that the proposed rip rap cannot be performed without the total relocation of its Community Boat Dock, PG&E will have to prepare a new Rip Rap Agreement which will include strict relocation provisions as well as a separate License (Temporary Use) for your Association to "dock" (park) its Community Boat Dock at another location on PG&E's Bass Lake real property while the proposed rip rap work is being performed and completed.

If you have any questions, please call me. Thank you.

Sincerely,



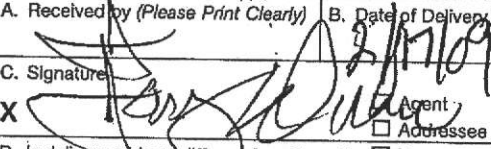
Jerry J. Wong
Land Agent

JJW

Enclosures

cc: Dan Clark - PG&E Co.

Debra A. Bates - California Regional Water Quality Control Board (via E-Mail)

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none">■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits.		<p>A. Received by (Please Print Clearly) B. Date of Delivery</p> <p>C. Signature  2/17/09</p> <p>X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <p>MR. JAY DUHN, PRES. BASS LAKE BOAT OWNERS DOCK ASSOCIATION OF EASEMENT #4 P.O. BOX 488 BASS LAKE, CA 93604-0488</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number (Copy from service label)</p> <p>7000 0100 0025 4381 6046</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

PS Form 3811, July 1999 Domestic Return Receipt 102595-00-M-0952